

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

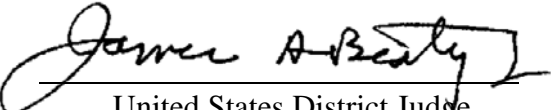
MIRIAM A. MABRY,)	
)	
Plaintiff,)	
)	
v.)	1:03CV848
)	
THE WESTERN & SOUTHERN)	
LIFE INSURANCE COMPANY,)	
DAVIS LYONS, ROBERT CRUMPTON,)	
and VIVIAN YOUNG,)	
)	
Defendants.)	

ORDER

BEATY, District Judge.

For the reasons discussed in the Memorandum Opinion filed contemporaneously herewith, Defendants' Motion to Dismiss or for Summary Judgment [Document #12] is GRANTED IN PART AND DENIED IN PART. The Motion to Dismiss is GRANTED as to the Individual Defendants, and the claims against Defendants Davis Lyons, Robert Crumpton and Vivian Young are DISMISSED WITH PREJUDICE. However, the contractual provisions contained in Plaintiff's Sales Representative's Agreement are not enforceable to bar Plaintiff's ADA claim in the present case. Therefore, Defendants' Motion to Dismiss or for Summary Judgment [Document #12] based on the provisions of Section III of the Sales Representative's Agreement is DENIED WITHOUT PREJUDICE to Defendant Western & Southern filing a subsequent motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6) or a motion for summary judgment pursuant to Federal Rule of Civil Procedure 56 as to the merits or sufficiency of Plaintiff's claims.

This, the 19 day of April, 2005.


United States District Judge

